

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WEIMIN CHEN,
for Himself, as a Private Attorney
General, and/or On Behalf Of All
Others Similarly Situated,

Plaintiff,

v.

LAMPS PLUS, INC.,
and DOES 1-20, inclusive,

Defendants.

No. 2:19-cv-00119-MJP

**FINAL APPROVAL ORDER AND
JUDGMENT**

1 On February 25, 2020, this Court entered an order granting preliminary approval (the
 2 “Preliminary Approval Order”) (Dkt. 33) of the Settlement between Plaintiff Weimin Chen, on
 3 his own behalf and on behalf of the Settlement Class, and Defendant Lamps Plus, Inc. (“Lamps
 4 Plus” or “Defendant”), as memorialized in Exhibit 1 (Dkt. 31-1) to the Declaration of Daniel
 5 Hattis in Support of Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action
 6 Settlement (Dkt. 31);¹

7 On April 9, 2020, pursuant to the notice requirements set forth in the Settlement and
 8 Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of
 9 this Action, the terms of the Settlement, and their rights to submit a claim, request exclusion,
 10 object, and/or appear at the Final Approval Hearing;

11 On April 28, 2020, Plaintiff filed his Motion for an Award of Attorney’s Fees and Costs
 12 (Dkt. 38), which the Court subsequently granted in full on May 19, 2020, after determining that
 13 the attorneys’ fees award and Plaintiff’s incentive award were both fair and reasonable;

14 On July 13, 2020, Plaintiff filed his Motion for Final Approval of Class Action Settlement
 15 (the “Final Approval Motion”) and accompanying Declaration of Daniel Hattis, along with
 16 supporting exhibit; additionally, Plaintiff filed a declaration from the Claims Administrator
 17 (Declaration of Angie Birdsell) confirming that the Class Notice was completed in accordance
 18 with the Parties’ instructions and Preliminary Approval Order;

19 On August 11, 2020, the Court held a Final Approval Hearing to determine, *inter alia*:
 20 (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be
 21 entered dismissing all claims in the Complaint with prejudice. Based on the declaration from the
 22 Claims Administrator, the Court is satisfied that Settlement Class Members were properly
 23 notified of their right to appear at the Final Approval Hearing in support of, or in opposition to,
 24 the proposed Settlement, the award of attorneys’ fees, costs, and expenses, and the payment of
 25 an incentive award to Plaintiff. Having given an opportunity to be heard to all requesting persons
 26 in accordance with the Preliminary Approval Order, having heard the presentation of Class

27
 28 ¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those
 terms in the Settlement Agreement.

Counsel and counsel for Lamps Plus, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, Plaintiff's Final Approval Motion is **GRANTED**, and:

IT IS HEREBY ORDERED THAT:

1. The Court has jurisdiction over the subject matter of this Action and over all claims raised therein and all Parties thereto, including the Settlement Class. The Court also has personal jurisdiction over the Parties and Settlement Class Members.

2. The Settlement was entered into in good faith following arm's-length negotiations before an experienced mediator and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, in the best interests of the Settlement Class Members, satisfies Rule 23 of the Federal Rules of Civil Procedure, and therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. This Court grants final approval of the Settlement, including, but not limited to, the releases in the Settlement and the plans for distribution of the Settlement relief. In finding that the Settlement is, in all respects, fair, reasonable, and in the best interest of the Settlement Class, all Settlement Class Members who have not opted-out are bound by the Settlement and this Final Approval Order and Judgment.

5. The Settlement and every term and provision thereof shall be deemed incorporated herein, as if explicitly set forth herein, and shall have the full force of an order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

OBJECTIONS AND OPT-OUTS

7. No objections were filed by Settlement Class Members.

8. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including, but not limited to, by appeal, collateral attack, or otherwise.

9. A list of two putative Settlement Class Members who have timely and validly elected to opt-out of the Settlement and Settlement Class, in accordance with the requirements in the Settlement, has been submitted to the Court in the Declaration of Angie Birdsell, filed in advance of the Final Approval Hearing. Such list is attached as Exhibit A to this Order. The two persons listed in Exhibit A are not bound by the Settlement or this Final Approval Order and Judgment, and are not entitled to any of the benefits under the Settlement. The persons listed in Exhibit A shall be deemed not to be Class Releasors.

CLASS CERTIFICATION

10. For purposes of the Settlement and this Final Approval Order and Judgment, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

All Lamps Plus customers who purchased in the State of Washington from a Lamps Plus retail store or the Lamps Plus website from January 4, 2015, through the date of preliminary approval, one or more Lamps Plus branded, trademarked or otherwise proprietary merchandise which Lamps Plus advertised with a “Compare” or “Compare At” reference price. Excluded from the Class are Lamps Plus’s Counsel, Lamps Plus’s officers, directors and employees, and the judge presiding over the Action.

11. The Court determines that, for settlement purposes, the Settlement Class meets all the requirements of Rule 23(a) and (b)(3), namely that the Settlement Class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the Settlement Class Representative are typical of absent Settlement Class Members; the Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class, as it has no interests antagonistic to or in conflict with the Settlement Class, and has retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy.

12. The Court grants final approval to the appointment of Plaintiff Weimin Chen as the Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to

1 do so.

2 13. The Court grants final approval to the appointment of Hattis & Lukacs as Class
3 Counsel pursuant to Rule 23(g). The Court concludes that Class Counsel have adequately
4 represented the Settlement Class and will continue to do so.

5 **NOTICE TO THE SETTLEMENT CLASS**

6 14. The Court finds that the Class Notice, as set forth in the Settlement and effectuated
7 pursuant to the Preliminary Approval Order, satisfied Rule 23(c)(2), was the best notice
8 practicable under the circumstances, was reasonably calculated to provide, and did provide, due
9 and sufficient notice to the Settlement Class of the pendency of the Action, certification of the
10 Settlement Class for settlement purposes only, the existence and terms of the Settlement, their
11 right to exclude themselves, their right to object to the Settlement and to appear at the Final
12 Approval Hearing, and satisfied all other requirements of the Federal Rules of Civil Procedure
13 and all other applicable laws.

14 15. The Court finds that Lamps Plus has fully complied with the notice requirements
15 of the Class Action Fairness Act of 2005, 28 U.S.C. §1715.

16 16. The Claims Administrator Costs, as well as all other costs and expenses associated
17 with notice and claims administration, will continue to be paid by Lamps Plus as provided in the
18 Settlement.

19 **ATTORNEYS' FEES AND EXPENSES AND INCENTIVE AWARD**

20 17. On May 19, 2020, the Court granted Plaintiff's motion for attorneys' fees and
21 costs, granting the requests for \$300,000 in attorneys' fees, costs and expenses, and for a \$5,000
22 incentive award to Plaintiff Weimin Chen. (Dkt. 40).

23 **OTHER PROVISIONS**

24 18. The Parties to the Settlement shall carry out their respective obligations
25 thereunder.

26 19. Within the time period set forth in the Settlement, the relief provided for in the
27 Settlement shall be made available to the Settlement Class Members who have submitted valid
28 Claim Forms, pursuant to the terms of the Settlement.

1 20. Upon entry of the Judgment, Class Releasors shall waive and forfeit, and be
2 deemed to have fully, finally, and forever released and discharged all Class Released Claims
3 against all Released Parties. Class Released Claims means all manner of action, causes of action,
4 claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities,
5 damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature
6 whatsoever, known or unknown, in law or equity, fixed or contingent, which the Class Members
7 have or may have, arising out of or relating to any of the acts, omissions or other conduct that
8 have or could have been alleged or otherwise referred to in the Complaint, or any preceding
9 version thereof filed in the Action, including, but not limited to, any and all claims related in any
10 way to the advertisement of reference prices by Lamps Plus, Inc. or any of its subsidiaries or
11 affiliates.

12 21. In addition to Class Released Claims, upon entry of the Judgement, Plaintiff
13 Weimin Chen, and each of his successors, assigns, legatees, heirs, and personal representatives
14 release and forever discharge the Released Parties, from all manner of action, causes of action,
15 claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities,
16 damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature
17 whatsoever, known or unknown, in law or equity, fixed or contingent.

18 22. The Settlement Class Representative and Settlement Class Members are enjoined
19 from prosecuting any Released Claims in any proceeding against any Released Parties or
20 prosecuting any claim based on any actions taken by any Released Parties that are authorized or
21 required by this Settlement or the Final Approval Order and Judgment. It is further agreed that
22 the Settlement and/or this Final Approval Order and Judgment may be pleaded as a complete
23 defense to any proceeding subject to this section.

24 23. This Final Approval Order and Judgment and the Settlement, and all acts,
25 statements, documents, and proceedings relating to the Settlement, are not, and shall not be
26 construed as, used as, or deemed to be evidence of, an admission by or against Lamps Plus of
27 any claim, fact alleged in the Action, fault, wrongdoing, violation of law, or liability of any kind
28 on the part of Lamps Plus or of the validity or certifiability for litigation of any claims that have

1 been, or could have been, asserted in the Action.

2 24. This Final Approval Order and Judgment, the Settlement, and all acts, statements,
3 documents, and proceedings relating to the Settlement shall not be offered, received, or
4 admissible in evidence in any action or proceeding, or be used in any way as an admission,
5 concession, or evidence of any liability or wrongdoing of any nature, or that Plaintiff, any
6 Settlement Class Member, or any other person has suffered any damage; *provided, however*, that
7 nothing in the foregoing, Settlement, or this Final Approval Order and Judgment shall be
8 interpreted to prohibit the use of the Settlement or this Final Approval Order and Judgment in a
9 proceeding to consummate or enforce the Settlement or this Final Approval Order and Judgment
10 (including all releases in the Settlement and Final Approval Order and Judgment), or to defend
11 against the assertion of any Released Claims in any other proceeding, or as otherwise required
12 by law.

13 25. The Settlement's terms shall be forever binding on, and shall have *res judicata*
14 and preclusive effect in, all pending and future lawsuits or other proceedings as to Released
15 Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are
16 brought, initiated, or maintained by, or on behalf of, any Settlement Class Member who did not
17 validly opt-out, or any other person subject to the provisions of this Final Approval Order and
18 Judgment.

19 26. The Court hereby dismisses the Action and Complaint and all claims therein on
20 the merits and with prejudice.


21 27. Consistent with the Settlement, if the Final Settlement Date, as defined in the
22 Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment
23 and the Preliminary Approval Order shall be deemed vacated and shall have no force and effect
24 whatsoever; the Settlement shall be considered null and void; all of the Parties' obligations under
25 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment
26 shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the
27 Action, as if the Parties had not entered into the Settlement. In such an event, the Parties shall be
28 restored to their respective positions in the Action as if the Agreement had never been entered

1 into (and without prejudice to any of the Parties' respective positions on the issue of class
2 certification or any other issue).

3 28. Pursuant to the All Writs Act, 28 U.S.C. § 1651, this Court shall retain the
4 authority to issue any order necessary to protect its jurisdiction from any action, whether in state
5 or federal court.

6 29. Without affecting the finality of this Final Approval Order and Judgment, the
7 Court will retain jurisdiction over the subject matter and the Parties, with respect to the
8 interpretation and implementation of the Settlement for all purposes, including enforcement of
9 its terms at the request of any party and resolution of any disputes that may arise, relating in any
10 way to and arising from the implementation of the Settlement or this Final Approval Order and
11 Judgment.

12 IT IS SO ORDERED.

13
14
15 
16 Marsha J. Pechman
17 United States District Judge

18 Dated this 13th day of August, 2020

19
20 Presented by:

21 HATTIS & LUKACS

22 By: /s/ Daniel Hattis
23 Daniel M. Hattis, WSBA No. 50428
24 dan@hattislaw.com
25 Che Corrington, WSBA No. 54241
26 che@hattislaw.com
27 HATTIS & LUKACS
28 400 108th Avenue NE, Suite 500
Bellevue, WA 98004
Telephone: 425.233.8628
Facsimile: 425.412.7171

Attorneys for Plaintiff Weimin Chen
And the Proposed Class

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28